

JPA / ECS File No.: 06-032  
AG Contract No.: KR06-0464TRN  
Project No.: 347 PN 173.0  
Project: Traffic Signal/Intersection  
Improvements  
Section: SR 347/Maricopa CG Highway  
TRACS No.: HX176 01C  
Budget Source Item No.: 71207

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
CITY OF MARICOPA

**THIS AGREEMENT** is entered into this date July 28<sup>th</sup>, 2006, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF MARICOPA, acting by and through its MAYOR and CITY COUNCIL (the "City").

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 9-240 to enter into this Agreement and has, by a majority vote of its Mayor and City Council held at a properly-noticed meeting on 6/16/06, a copy of the Minutes of that meeting are attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The parties hereto agree to and acknowledge the following conditions: **a)** the estimated monetary amounts referenced in this Agreement are subject to change and could change substantially before completion of the Project; **b)** the parties shall perform their responsibilities consistent with this Agreement; and **c)** any change or modification to the Project will only occur with mutual written consent of both parties.

4. The State and the City agree to participate in the design, construction and maintenance of a new warranted traffic signal, Emergency Vehicle Preemption system (EVP) and intersection improvements, hereinafter referred to as the "Project". The Project is currently estimated at \$400,000.00, including design, construction engineering and contingencies. The Project will be at the intersection of SR 347 and Maricopa Casa Grande Highway, Milepost "MP" 173.0. The intersection improvements include adding a fourth leg to the west side of the intersection. The State will provide \$200,000.00 towards the funding for the Project costs, including 100% of the design and full maintenance of the traffic signal, excluding any upfront costs and component replacement for the EVP. The City will contribute a one-time, lump sum amount of \$200,000.00 towards the funding of the Project Costs. The City will also provide and install the EVP device for the traffic signal and be responsible for obtaining the electrical power to operate the traffic signal.

**THEREFORE**, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO. 28348  
Filed with the Secretary of State  
Date Filed: 7/28/06  
James K. Chaves  
Secretary of State  
By: [Signature]

## **II. SCOPE OF WORK**

### **1. The State shall:**

a. Prepare and provide design plans, specifications and other such documents and services required for the construction bidding and construction of the Project, and submit same to the City as appropriate.

b. Advertise for bids and award one or more construction contract(s) for the Project. Administer contract(s) for the Project and make all payments to the contractor(s). Be responsible for contractor claims for additional compensation caused by the Project delays attributable to the State.

c. Upon completion of the Project, perform the final inspection and notify the City in writing that the Project has been constructed in accordance with the project documents and the Project has been satisfactorily completed.

d. Upon execution of this Agreement, provide the City with an invoice for reimbursement to the State for the City's share of the Project, currently a one-time, lump sum amount of \$200,000.00. The City is contributing towards traffic signal construction and the fourth intersection leg improvements, plus providing the EVP equipment. Once the Project costs have been finalized, the State will NOT invoice or reimburse the City for the difference between estimated and actual costs.

e. Inspect and approve the installation of the EVP equipment.

f. Upon completion and acceptance of the EVP installation by the City, and upon the satisfactory training of State maintenance personnel, and the State's receipt of bench stock parts and the signal test emitter from the City, provide maintenance to the EVP system.

### **2. The City shall:**

a. Review the design documents required for construction of the Project, and provide comments to the State as appropriate.

b. In the event unforeseen conditions or circumstances increase the cost of said work necessitated by change in the Project's scope of work, such additional costs shall require prior approval of the State. All costs attributable to any engineering change orders requested by the City shall be the sole responsibility of the City for payment.

c. Be responsible for contractor claims for additional compensation caused by Project delays attributable to the City.

d. Upon execution of this Agreement and within thirty (30) calendar days upon receipt of an invoice from the State, remit to the State the City's one-time share of \$200,000.00 towards the Project costs. This total specifically includes \$50,000.00 towards the intersection improvements, plus \$150,000.00 towards the signal construction costs.

e. Provide and install the EVP equipment at Project location, all at City expense.

f. Provide State maintenance personnel equipment manufacturer-certified training in all applicable aspects of the installation, operation and maintenance of the EVP system. Provide the State all required systems testing equipment, sufficient bench stock parts, and one signal emitter for testing the system, all at no cost to the State.

g. Maintain a reasonable inventory of replacement parts necessary for repair of all of the equipment.

h. Upon completion of the Project by the State, the City will be responsible for obtaining the electrical power to operate the traffic signal, all at the City's expense. The City will NOT be invoiced or reimbursed by the State for the difference between actual and estimated costs.

### **III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion and reimbursements, provided however, any provisions herein for electrical power to operate the traffic signal provided by the City shall be perpetual. This Agreement may be cancelled at any time prior to the award of a Project construction contract, upon a thirty (30) calendar-day written notice to the other party. It is understood and agreed that, in the event the City fails to budget or provide for electrical power for the signal as set forth in this Agreement, the State shall in no way be responsible to provide electrical power.

2. This Agreement shall become effective upon filing with the Secretary of State.

3. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

4. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

5. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by applicable arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

6. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 616E  
Phoenix, Arizona 85007  
(602) 712-7525  
(602) 712-7424 Fax

City of Maricopa  
Attn: Brent Billingsley  
P.O. Box 610  
Maricopa, Arizona 85239  
(520) 568-9098, ext. 253  
(520) 568-9120 Fax

7. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

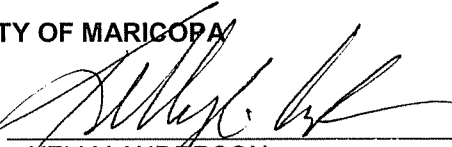
8. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

9. In accordance with Arizona Revised Statutes § 11-952 (D), attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

**CITY OF MARICOPA**

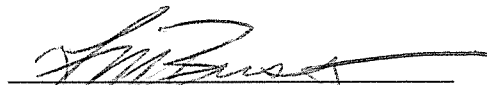
By   
KELLY ANDERSON  
Mayor

**STATE OF ARIZONA**

Department of Transportation

By   
MICHAEL P. MANTHEY, P.E.  
State Traffic Engineer

ATTEST:

By   
RICK BUSS  
City Manager/Clerk

G:\06-032-City of Maricopa-Traffic Signal/Road Widening

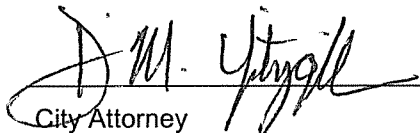
5-30-06 Draft 2 ghc

**ATTORNEY APPROVAL FORM FOR THE CITY OF MARICOPA**

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF MARICOPA, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 5<sup>th</sup> day of July, 2006.

  
City Attorney



# Meeting Minutes

## Regular Meeting June 6, 2006

7:22 PM  
Call to Order  
Roll Call

A regular meeting of the City of Maricopa Council was held at Maricopa High School (45012 West Honeycutt Avenue – Maricopa, AZ 85239). The meeting was called to order at 7:22 pm. Those present were Mayor Kelly Anderson, Vice-Mayor Brent Murphree, Councilmembers Stephen Baker, Will Dunn, Joseph Estes, Edward Farrell, Kelly Haddad, City Attorney Denis Fitzgibbons, City Manager Rick Buss, Finance Director Roger Kolman, PRL Director Marty McDonald, Public Works Director Bob Jackson, Deputy Clerk Vanessa Bueras, Management Assistants Paul Jepson and Danielle Casey, Planning Director Amy Haberbosch-Arco and Planner Brandy Schade.

Invocation  
Pledge of Allegiance  
Oath of Office

Councilmember Estes delivered the invocation. Councilmember Dunn led meeting attendees in the pledge of allegiance. The newly elected Councilmembers, Brent Murphree, Edward Farrell and Joseph Estes and Mayor Anderson assumed office. The Honorable Judge Scott Sulley administered the oath of office to the newly appointed Councilmembers and Mayor.

Vice Mayor Selection

The City Council discussed the selection of a Vice-Mayor from among the members of Council.

Councilmember Dunn stated that Vice-Mayor Murphree has done an exceptional job during the past two (2) years but that we have transportation issues in Maricopa that he believes Councilmember Farrell is doing a great job in attending all the transportation public meetings.

Councilmember Dunn motioned to appoint Edward Farrell as Vice-Mayor. Second was made by Councilmember Haddad. Motion failed 3-4. Councilmember Baker, Vice-Mayor Murphree, Mayor Anderson and Councilmember Estes voted against the motion.

Councilmember Estes motioned to appoint Brent Murphree as Vice-Mayor. Second was made by Councilmember Baker. Motion passed 4-3. Councilmembers Haddad, Dunn and Farrell voted against the motion.

Minutes

City Manager Buss stated that the minutes from the May 17, 2006 meeting were not ready for Council to approve.

Public hearings

There were no public hearings scheduled.

Consent Agenda

The City Council discussed and took action on consent agenda items 6.1 through 6.16. Consent agenda items 6.11, 6.12 and 6.16 were pulled from the consent agenda. Consent agenda items were as follows:

- 6.1 **\*\*Canvass of the Vote.** The City Council will discuss and possibly take action on canvassing the vote for the 2006 City of Maricopa General Election. **Discussion and Action.**
- 6.2 **\*\*Payment of Claims.** The City Council shall discuss and possibly take action on payment of claims for April 2006. **Discussion & Action.**
- 6.3 **\*\*Professional Services Park Furnishings Contract.** The City Council shall discuss and possibly take action on a request by Parks, Recreation and Libraries Director Martin McDonald to award a contract to Desert Recreation to provide park furnishings and



# Meeting Minutes

## **Agenda Item 6.12: IGA between the State of Arizona and the City of Maricopa**



The City Council shall discuss and possibly take action on approving a request by Transportation Manager Brent Billingsley to enter into an Intergovernmental Agreement between the State of Arizona and the City of Maricopa to participate in the design, construction, and maintenance of a new warranted traffic signal, Emergency Vehicle Preemption system (EVP), and intersection improvements.

Councilmember Dunn declared a conflict of interest.

Councilmember Haddad motioned to approve agenda item 6.12. Second was made by Councilmember Baker. Motion passed unanimously, 6-0. Councilmember Dunn abstained from voting.

## **Agenda Item 6.17: Grant Award Recognition**

The City Council shall discuss a request by PRL Director Martin McDonald and Grants Coordinator Mary Eick to publicly thank Fox Sports Network and Arizona Parks and Recreation Association as an appreciation for recently receiving a \$5,000 grant award to place shade structures over the softball field dugouts at Pacana Park.

Mayor Anderson stated that Fox Sports Network was unable to attend the meeting and therefore the recognition would be done at a later time.

## **Agenda Item 6.18: Parks and Recreation Town Hall Meeting**

The City Council shall listen to a report on the 2006 City of Maricopa Parks and Recreation Town Hall Meeting by PRL Director McDonald. This event was held on Thursday May 18, 2006 and allowed citizens a chance to provide input on the future of the PRL Department.

PRL Director Martin McDonald presented the agenda item. He stated that this was a great opportunity for citizens to provide input on what they want to see within the city.

He stated that the library will also be holding a town hall meeting on July 15, 2006 at 7:00 pm at Santa Rosa Elementary. He added that this will be a chance for the public to provide input on what they want to see in the library.

Mayor Anderson stated that he was present at the Town Hall meeting and commended Mr. McDonald for the great job he did on this meeting.

## **Agenda Item 6.19: Special Event Permit: The Great American BBQ**

The City Council shall discuss and possibly take action on a request by PRL Director Martin McDonald and Ramsey Harkness to hold an event, The Great American BBQ, to be held at Ramsey's American Grill, located at 21141 N. John Wayne Parkway, on July 1, 2006 from 8:00 a.m. to 1:00 p.m.

PRL Director Martin McDonald presented the agenda item. He stated that they hope to have about three to four hundred people attend.

Ramsey Harkness spoke stating that he feels that it is his responsibility to give people something to do on special occasions since there's not much to do in Maricopa. He stated that this will be the first annual Great American BBQ and anticipates being involved in the event every year. He added that this is a family event and that there will be plenty for the kids and all to do.

Councilmember Haddad motioned to approve agenda item 6.19. Second was made by Vice-Mayor Murphree. Motion passed unanimously, 7-0.

## **Agenda Item 6.20: SGN 05.72**

The City Council discussed approval of a Comprehensive Sign Package for the Maricopa Manor Business Center. This development is located on the northwest corner of John Wayne Pkwy and Garvey Rd. The site is zoned "CB-2" (General Business Zone).

Councilmember Farrell declared a conflict of interest.



## Meeting Minutes

### **Agenda Item 8.0: Call to the Public**

Jane Hening spoke inviting everyone to attend the Library Town Hall meeting so the public can have input on what is going in to the libraries. She stated that the meeting will take place on June 15, 2006 at 7:00 pm at Santa Rosa Elementary School.

Ken Edwards spoke stating that he is a concerned citizen from Rancho El Dorado and they have a problem with their main entrance. He stated that there's about fifty blocks broken on the ground and they would like to have it fixed. He stated that the homeowners association stated that they have contacted the city regarding this issue but that the city declined to do this. He also spoke about the weeds, broken sidewalks and junk cars parked on the city streets. He would like to see some enforcement from the city regarding these issues.

Superintendent Farrell spoke stating that she was extremely disappointed that no one from the City of Maricopa attended the Pinal County Town Hall meeting and encouraged everyone to attend next year. She also stated that the only way to stop parents from illegally parking on the curb when picking up their children from the bus stop is to cite them and she would like the new police chief to implement this policy.

Jake Romero spoke stating that he would like to see more enforcement on highway 347 because of all of the accidents. He stated that he witnessed the accident in front of Fry's today and would like the city to do something about it because we can't have any more people dying in Maricopa.

### **Agenda Item 9.0: Executive Session**

There was no executive session.

### **Agenda Item 10.0: Adjournment 8:48 pm**


Councilmember Haddad motioned to adjourn. Second was made by Vice-Mayor Murphree. Motion passed unanimously, 7-0.

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the Maricopa City Council held on the 6<sup>th</sup> day of June, 2006. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 20<sup>th</sup> day of June 2006

Vanessa Bueras, Deputy Clerk



<p>TERRY GODDARD Attorney General</p>	<p> <b>OFFICE OF THE ATTORNEY GENERAL</b> STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan Davis@azag.gov</p>
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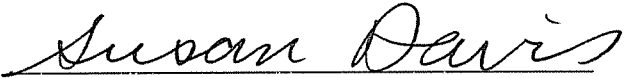
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR06-0464TRN (**JPA 06-032**), an Agreement between public agencies, i.e., The State of Arizona and City of Maricopa, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: July 18, 2006

TERRY GODDARD  
Attorney General

  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED:mjf:970239  
Attachment